

Appl. No. 10/634,166  
Amdt. Dated September 29, 2005  
Reply to Final Office Action of Sept. 13, 2005

### Remarks/Arguments

Claims 8-15 are presented for examination.

Claims 1-7 and 16-19 stand withdrawn from consideration.

Claims 8-15 are rejected under 35 USC 102(b) or 103(a) as anticipated or obvious over Plymale.

Claim 10 stands rejected under 35 USC 112 as indefinite; the examiner stating "is the limitation stating that the filaments are in contact with each other or that the space adjacent to each filament is in contact, and therefore, suggesting that the filaments are parallel."

Applicant feels the claim as stated clearly calls for each longitudinally extending filament to be substantiated in engagement with the longitudinally extending filaments which are adjacent to it. However, an amendment is proposed which may in the examiner's view, more clearly set forth this structure.

Concerning independent claim 8, which is rejected under "102" as anticipated by Plymale.

It is proposed that claim 8 be further amended to more clearly set for the structure originally presented. Accordingly, it is proposed that the claim be amended to call for the longitudinally extending drawn and heat set thermoplastic filaments have first elongation capabilities and for the elastic thermoplastic filaments to have second elongation capabilities greater than the first elongation capabilities.

Clearly, such amendment does not constitute a new issue, as this is the structure of the invention as argued in the response to the first office action.

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The term "drawn" as noted in the response of 7/28/05 is defined as stretching and heat setting the longitudinal yarns to have selected elongation capabilities. These capabilities are necessarily less than the capabilities of the undrawn and not heat set yarns, i.e. the elastic yarns. The drawn and heat set yarns are arranged longitudinally of the fabric to provide stability against longitudinal stretching, and therefore, provide a stable structure.

The extruded and elastic yarns are referred to as elastic because no treatment setting their original elongation characteristics is administered to this or these yarns before being incorporated in the fabric. These more elastic yarns do not support the fabric against longitudinal force but allow for expansion of the fabric transverse its length.

These conditions are clearly set forth in the specification, and particularly, in the objects and background.

Again referring to Plymale, both sets of yarns are extruded during formation of the fabric and both sets of yarns are equally drawn by takeoff 42. Both sets of yarns, therefore, have the same elongation characteristics. As stated in column 3, lines 9 and 10, as cooling of the netting occurs during takeoff, the yarns are set or fixed. In the claimed fabric, one set of yarns are set to controlled condition prior to takeoff, not during takeoff.

The reference notes in column 3 that thermoplastic or thermosetting resins may be used such as polyamids, polyesters, vinyl polymers, polyolefins and rubber. This statement is not understood as rubber is not a thermoplastic or a thermosetting resin.

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The claim is limited to "thermoplastic." No reference is made in the patent to an elastic thermoplastic yarn. Further, whether or not the yarns forming the longitudinally extending and helically disposed yarns are inherently elastic, both sets of these yarns possess the same elastic characteristics.

Claim 8, as here proposed, clearly defines over the disclosure of Plymale. The limitations, "longitudinally extending thermoplastic filaments which are drawn and heat set to have first elongation capabilities and are arranged along an ellipsoid path" and "at least one elastic thermoplastic filament having second elongation capabilities greater than said first elongation capabilities which are helically wrapped about and bonded to" are not taught nor inferred by the references of the rejection.

The disclosure clearly differentiates between the term "drawn" as used to describe the longitudinally extending filaments and any drawing which may occur by the takeoff mechanism during movement of the fabric through the forming device. The term "drawn" is directed to a yarn treated and conditioned prior to fabric formation. The term elastic clearly is directed to untreated yarns.

Plymale does not disclose a process or a fabric formed of yarns having such different characteristics. Specifically, column 3, lines 10 and 11 state that Fabric N is completely set or fixed during takeoff.

Claims 9-15 all depend from claim 8 and are believed to be allowable for the reasons set forth.

Should the examiner feel that the claims, as proposed, are still anticipated by Plymale, entry of the amendment is respectfully requested for the purpose of appeal.

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An earnest attempt has been made to overcome the objections under 112 and the rejections under 102 and 103. Is respectfully requested that the examiner, upon reconsideration, enter the amendment, find the claims allowable and pass the case to issue in the due course of PTO business.

Respectfully submitted,



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